

EXHIBIT A

Services

☐

Fiber – Dedicated Access

☒

Fiber – Point to Point

Armstrong shall provide exclusive rights to use ten (10) mega bits per second of bandwidth per school to Subscriber as follows:

Lincoln County Board of Education, 10 Marland Ave., Hamlin, WV 25523

Lincoln County High School (HUB), 81 Panther Way, Hamlin, WV 25523

Hamlin PK-8, 8137 Park Avenue, Hamlin, WV 25523

Guyan Valley Middle, 700 St. Rt. 10 North, Branchland, WV 25506

West Hamlin, Route 1, Box 112, West Hamlin, WV 25571

Ranger, General Delivery, Ranger, WV 25557

Harts Primary, Route 2, Box 28, Harts, WV 25524

Harts Intermediate, Route 1, Box 130, Harts, WV 25524

When connecting to a local area network ("LAN"), Armstrong will connect the service through a firewall device purchased by the Subscriber.

Subscriber has subscribed to Premium Fiber Services. Such Premium Fiber Services authorize Subscriber to host servers.

Activation and Acceptance

Following connection of the LAN, Armstrong shall conduct industry standard and commonly accepted tests of the data network to ensure proper operations. Upon successful completion of the test(s), Armstrong will provide Subscriber with a Notice of Operational Status (in substantially the form attached hereto as Exhibit B). In the event that Subscriber disagrees with Armstrong's determination that the data network is operational, Subscriber shall detail the deficiencies in writing and provide such notice to Armstrong within four (4) business days. If Subscriber fails to notify Armstrong of a deficiency within four (4) business days, then the data network shall be considered to be fully operational and accepted by Subscriber, as is, as of 12:01 a.m. on the fifth (5th) day following the date of the Notice of Operational Status.

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Document Integrity Verified

EchoSign Transaction Number: XS2GE5XR4Q745E

EXHIBIT B

Form of
Notice of Operational Status

Customer	Lincoln County Board of Education	Project
Account ID #		Address
Account Exec		City
Project Mgr	Robert Maker	State
Activation Date		

This document acknowledges the completion of work as mutually defined in the Commercial Service Agreement between Armstrong and Subscriber dated _____. This signed Notice of Operational Status verifies that all of the initial work has been completed in accordance with the terms of the Commercial Service Agreement. Exceptions will be reconciled as mutually agreed upon by Armstrong and Subscriber. Please send a copy of this signed Notice of Operational Status to the Armstrong Project Manager by fax or email.

Project Description

The Services were supplied as specified in Exhibit A of the Commercial Service Agreement. Armstrong provided the resources necessary to complete the following project and delivered the Services to the agreed point of demarcation.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Point to Point Circuit | <input type="checkbox"/> Dedicated Video Feed |
| <input type="checkbox"/> Point to Multipoint Circuit | <input type="checkbox"/> Dedicated Internet Access |

Customer has been provided with account/trouble reporting numbers and circuit identification information. ☐

Customer agrees that the above information is correct. ☐

Armstrong Signature: _____ Date _____

Print Name: _____

Customer Signature: _____ Date _____

Print Name: _____

{00005832.2 }



Commercial Service Agreement

EchoSign Document History

February 03, 2011

Created:	January 28, 2011
By:	Kelly Chapman (kchapman@agoc.com)
Status:	SIGNED
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"Commercial Service Agreement" History

-  Document created by Kelly Chapman (kchapman@agoc.com)
January 28, 2011 - 3:19 PM EST - 24.154.0.21
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February 03, 2011 - 9:34 AM EST

FUNDING COMMITMENT REPORT
Billed Entity Name: LINCOLN COUNTY SCHOOL DISTRICT
BEN: 126689
Funding Year: 2011

Comment on RAL corrections: FRN(s) modified in accordance with a RAL request.

Form 471 Application Number: 809485
Funding Request Number: 2216623
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 166280000863046
SPIN: 143008427
Service Provider Name: Armstrong Cable Services
Contract Number: N/A
Billing Account Number: billed telephone number
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2011
Service End Date: N/A
Contract Award Date: 02/03/2011
Contract Expiration Date: 06/30/2012
Shared Worksheet Number: 1367436
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$88,200.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$31,938.78
Pre-discount Amount: \$120,138.78
Discount Percentage Approved by the USAC: 84%
Funding Commitment Decision: \$0.00 - Svcs. not requested on F. 470
Funding Commitment Decision Explanation: MR1: FRN modified in accordance with a RAL request. <><><><><> MR2: The category of service was changed from telecommunications to internet access in accordance with Program rules. <><><><><> MR3: In consultation with the applicant, the service provider has been changed to Armstrong Cable Service, SPIN number 143008427. <><><><><> DR1: The Form 470 that established the competitive bidding process for this FRN did not include service of this type; therefore it does not meet the 28 day competitive bidding requirement.

WAN (data) G.V. WH
LCHS, CO, Bus Garage, Ham

FCDL Date: 03/20/2012
Wave Number: 039
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013
Consultant Name:
Consultant Number (CRN):
Consultant Employer:

FUNDING COMMITMENT REPORT
Billed Entity Name: LINCOLN COUNTY SCHOOL DISTRICT
BEN: 126689
Funding Year: 2011

Comment on RAL corrections: FRN(s) modified in accordance with a RAL request.

Form 471 Application Number: 809485
Funding Request Number: 2217092
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 166280000863046
SPIN: 143008427
Service Provider Name: Armstrong Cable Services
Contract Number: N/A
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 10/01/2011
Service End Date: N/A
Contract Award Date: 02/03/2011
Contract Expiration Date: 06/30/2012
Site Identifier: 16061264

Number of Months Recurring Service Provided in Funding Year: 9
Annual Pre-discount Amount for Eligible Recurring Charges: \$11,025.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$5,323.13
Pre-discount Amount: \$16,348.13

Discount Percentage Approved by the USAC: 90%

Funding Commitment Decision: \$0.00 - Svcs. not requested on F. 470

Funding Commitment Decision Explanation: MR1: In consultation with the applicant, the service provider has been changed to Armstrong Cable, SPIN number 143008427.

<><><><> MR2: The category of service was changed from Telecommunication to Internet Access in accordance with Program rules. <><><><> DR1: The Form 470 that established the competitive bidding process for this FRN did not include service of this type; therefore it does not meet the 28 day competitive bidding requirement.

FCDL Date: 03/20/2012

Wave Number: 039

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013

Consultant Name:

Consultant Number (CRN):

Consultant Employer:

*WAN (data) Hart PK-8
School open 1-1-12*

FUNDING COMMITMENT REPORT
Billed Entity Name: LINCOLN COUNTY SCHOOL DISTRICT
BEN: 126689
Funding Year: 2011

Comment on RAL corrections: FRN(s) modified in accordance with a RAL request.

Form 471 Application Number: 809485
Funding Request Number: 2216855
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 166280000863046
SPIN: 143008427
Service Provider Name: Armstrong Cable Services
Contract Number: N/A
Billing Account Number: billed telephone number
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2011
Service End Date: N/A

Contract Award Date: 02/03/2011
Contract Expiration Date: 01/31/2012
Shared Worksheet Number: 1355148

Number of Months Recurring Service Provided in Funding Year: 7
Annual Pre-discount Amount for Eligible Recurring Charges: \$17,150.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$10,646.26
Pre-discount Amount: \$27,796.26

Discount Percentage Approved by the USAC: 90%

Funding Commitment Decision: \$0.00 - Svcs. not requested on F. 470

Funding Commitment Decision Explanation: MR1: In consultation with the applicant, the service provider has been changed to Armstrong Cable, SPIN number 143008427.

<><><><><> MR2: The category of service was changed from Telecommunication to Internet Access in accordance with Program rules. <><><><><> DR1: The Form 470 that established the competitive bidding process for this FRN did not include service of this type; therefore it does not meet the 28 day competitive bidding requirement.

FCDL Date: 03/20/2012

Wave Number: 039

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013

Consultant Name:

Consultant Number (CRN):

Consultant Employer:

*WAN (data)
Harts Int + Harts Pri
closed 1-1-12
closed 1-1-12*

FCC Form 470

Approval by OMB
3060-0806

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this form. (You can also file online at www.usac.org/sl)

Form 470 Application Number: 378570001016885	Applicant's Form Identifier: WAN2012-2013
Application Status: CERTIFIED	Posting Date: 02/07/2012
Allowable Contract Date: 03/06/2012	Certification Received Date: 02/07/2012

Block 1: Applicant Address and Information

1 Name of Applicant:
LINCOLN COUNTY SCHOOL DISTRICT

2 Funding Year: 2012 (Funding years run from July 1 through the following June 30)

3 Entity Number: 126689

4a Street Address, P.O.Box, or Route Number:
10 MARLAND AVENUE

City: HAMLIN State: WV Zip Code: 25523 -1025

4b Telephone Number: (304) 824 -3033

4c Fax Number: (304) 824 -7947

5a Eligible Entities That Will Receive Services:

Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in Item **15** the entity/ies that will pay the bills for these services.

- ☐ Individual School (individual public or non-public school)
- ☒ School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)
- ☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- ☐ Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)
- ☐ Statewide application for (enter 2-letter state code)

representing (check all that apply)

☐ All public schools/districts in the state

☐ All non-public schools in the state

☐ All libraries in the state

5b Recipient(s) of Services - Check all that apply:

☐ Private

☒ Public

☐ Charter

☐ Tribal

☒ Head Start

☐ State Agency

5c Number of eligible entities for which services are sought: 9

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:
Danny Dailey

If the Contact Person's Street Address is the same as **Item 4a** above, check here. ☐ If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:

NOTE: USAC will use this address to mail correspondence

10 MARLAND AVENUE

City: HAMLIN State: WV Zip Code: 25523 -1025

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

☒ **6c** Telephone Number: (304) 824 -3033 Ext. 242

☐ **6d** Fax Number: (304) 824 -7947

☐ **6e** E-Mail Address: ddailey@access.k12.wv.us

Re-enter E-mail Address: ddailey@access.k12.wv.us

If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name:

Name of Lincoln County Schools, WV

Name of Consultant's Employer:
Consultant's Street Address:

City: State: Zip Code:
Consultant's Telephone Number: Ext.
Consultant's Fax Number:
Consultant's E-mail Address:
Re-enter E-mail Address:
Consultant Registration Number:

Entity Number: 126689	Applicant's Form Identifier: WAN2012-2013
Contact Person: Danny Dailey	Phone Number: (304) 824-3033

Block 2: Summary Description of Needs or Services Requested

8 Telecommunication Services

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding request.

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:
or via (check one) ☒ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier: RFP for WAN

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Service	Quantity and/or Capacity
Construction of high bandwidth service WAN	WAN for 9 locations with a min10mb/s to Maximum of 1gb per location
Installation costs for WAN (if applicable)	WAN for 9 locations with a min10mb/s to Maximum of 1gb per location

9 Internet Access

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding request.

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:
or via (check one) ☒ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier: RFP for WAN

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or cost (e.g., \$500 per month for 500 users).

Service	Quantity and/or Capacity
Construction of high bandwidth service WAN	WAN for 9 locations with a min10mb/s to Maximum of 1gb per location
Installation costs for WAN (if applicable)	WAN for 9 locations with a min10mb/s to Maximum of 1gb per location

Entity Number: 126689	Applicant's Form Identifier: WAN2012-2013
Contact Person: Danny Dailey	Phone Number: (304) 824-3033

10 Internal Connections Other Than Basic Maintenance

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding request.

a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:
or via (check one) ☐ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier:

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity (e.g., connecting 1 classroom of 30 students).

11 Basic Maintenance of Internal Connections

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding request.

a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:
or via (check one) ☐ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier:

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity (e.g., for 10 routers).

Entity Number: 126689	Applicant's Form Identifier: WAN2012-2013
Contact Person: Danny Dailey	Phone Number: (304) 824-3033

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers at services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.

Name:
Danny Dailey

Title:
Technology Director

Telephone Number: (304) 824 - 3033 Ext. 242

Fax Number: (304) 824 - 7947

Email Address: ddailey@access.k12.wv.us

Re-enter E-mail Address: ddailey@access.k12.wv.us

13 ☒ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bid procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

<http://wvde.state.wv.us/policies/p8200.pdf>

Block 3:

14. [Reserved]

Entity Number: 126689	Applicant's Form Identifier: WAN2012-2013
Contact Person: Danny Dailey	Contact Phone Number: (304) 824-3033

Block 4: Recipients of Service

15 Billed Entities

List the entity/entities that will be paying the bills directly to the provider for the services requested in this form.

Lincoln County Schools, WV

These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.

Entity Number	Entity Name
126689	LINCOLN COUNTY SCHOOL DISTRICT

Entity Number: 126689	Applicant's Form Identifier: WAN2012-2013
Contact Person: Danny Dailey	Contact Phone Number: (304) 824-3033

Block 5: Certifications and Signature

- 16 I certify that the applicant includes: (Check one or both.)
- a** ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and 7801 (19)** do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b** ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).
- 17 ☐ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plan or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.
- ☒ Or I certify that no technology plan is required by Commission rules.
- 18 ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.
- 19 ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- 20 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.501, and 54.502. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services, equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request.
- 21 ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately from this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what resources should be available to cover these costs.
- 22 ☒ I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true and correct.

are true.

- 23** ☒ I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503 or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.
- 24** ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

Entity Number: 126689**Applicant's Form Identifier: WAN2012-2013****Contact Person: Danny Dailey****Contact Phone Number: (304) 824-3033****25** Signature of authorized person: ☒**26** Date: 02/07/2012**27a** Printed name of authorized person:

Danny Dailey

27b Title or position of authorized person:

Technology Director

☐ Check here if the consultant in Item 7 is the Authorized Person.**27c** Street Address, P.O. Box, Route Number, City, State, Zip Code:

10 Marland Ave

City: Hamlin

State: WV

Zip Code: 25523

27d Telephone Number of Authorized Person:

(304) 824-3033 Ext. 242

27e Fax Number of Authorized Person:

(304) 824-7947

27f E-mail Address of Authorized Person:

ddailey@access.k12.wv.us

Re-enter E-mail Address:

ddailey@access.k12.wv.us

27g Name of Authorized Person's Employer:

Lincoln County School District

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/si or call the SLD Client Service Bureau at 1-888-203-8100.

Entity Number: 126689	Applicant's Form Identifier: WAN2012-2013
Contact Person: Danny Dailey	Phone Number: (304) 824-3033

NOTICE: In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504(b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) an employee of the FCC; or (c) the United States Government is a party to the proceeding. In addition, information provided or submitted with this form or in response to subsequent inquiries may be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service and other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to other agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, *et seq.*

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100

F

ARMSTRONG®

March 14, 2012

Mr. Danny Dailey
Technology Director
Lincoln County Schools
10 Marland Avenue
Hamlin, WV 25523

Dear Mr. Dailey:

The following information is Armstrong's response to the recently received RFP for the provision of High Speed "Point to Point" bandwidth capacity to those schools within the Lincoln County School District network that are serviceable by Armstrong. There are nine schools total in the RFP, seven of which are serviceable by Armstrong. The quoted monthly recurring charge (MRC) in our proposal will be applied and charged on a per school / per month basis.

A separate capacity (MRC) for the "Fiber" circuit between Lincoln County High School and WV State Capitol Complex Bld. 6 is also provided for your review. The installation cost is quoted as a one-time charge.

As requested in the RFP, enclosed is an example of the Armstrong Capacity Lease Agreement for your review. Many of the bullet points in the RFP are addressed within the language of our agreement. Additional information and clarification is also provided for your review. Please contact me if you require any additional information or have any questions regarding the Lease Agreement.

Armstrong appreciates the opportunity to submit its proposal to Lincoln County Schools for consideration for this project.

Please feel free to contact me with any questions you may have after you review the enclosed information.

Sincerely,



Robert Maker
Enterprise Solutions Manager
Armstrong 724-283-3692 ext. 50325

Enclosures

Lincoln County Schools

Armstrong RFP response for WAN Project

Armstrong appreciates the opportunity to submit the following proposal to Lincoln County Schools for the provision of point to point connectivity using "Fiber Optic Technology" to those school locations serviceable by Armstrong.

The following is Armstrong's response to those questions in the RFP/Scope that require a response or clarification.

- Armstrong will quote a turn-key solution to be installed, tested, fully operational and accepted by Lincoln County Schools within 90 day's (barring any unforeseen circumstances) after issue of purchase order.
- In the event of a service interruption with no additional charge, Armstrong will respond on site if necessary within four hours to assess the nature of the outage and make a determination on the subsequent solution. This will take place from the time of notification from an authorized Lincoln County School representative during regular business hours.
- Armstrong remotely monitors connectivity and related equipment for outages across all Armstrong networks 24/7 from the Armstrong NOC. The Armstrong NOC can identify loss of communication and may be aware of an outage prior to any notification from Lincoln County Schools regarding an interruption of service. A NOC service technician from Armstrong will be dispatched to repair the problem as soon as possible.
- All circuits will transport the fully quoted bandwidth for Lincoln County Schools use only.

- Armstrong agrees to sign a Purchasing Policies and Procedures Addendum
- Copy of service agreement included with this RFP response
- Armstrong will agree to the requested one year term, extensions and renewal option
- Armstrong is recognized for e-rate funding / SPAC Form – Armstrong maintains a Service Provider Annual Certificate, form 473 and will provide the Armstrong “Spin” number for e-rate purposes.
[**Armstrong Spin # 143008427**] Armstrong accepts (BEAR) forms “Billed Entity Application Form” for reimbursement.
- Lincoln County High School will be considered a HUB for the distribution of (Point to Point) connectivity over Fiber to those affiliated schools within the district that are serviceable by Armstrong for this project.

Lincoln County School High

(Point to Point) Capacity Pricing Proposal

The following monthly pricing will be billed on a per month basis, per end point or site/school.

“Monthly Recurring Cost” / One Year Contract Term / Point to Point “Fiber” Pricing from Lincoln County High School to the 7 schools within the Armstrong service area:

10Meg - \$1225.00

OK

20Meg - \$1470.00

OK

100Meg - \$2485.00

Gig - \$5287.00

“Monthly Recurring Cost” / One Year Contract Term / Point to Point “Fiber” Pricing between WV State Capitol Complex-Building 6 back to Lincoln County High School:

100Meg- \$4085.00

Installation NRC for this circuit - **\$9285.00**

Capacity service can only be increased during the term of the agreement. It can be increased at anytime in increments of 10Meg. This may however require revising and signing a new service agreement to reflect the increased capacity and the subsequent monthly rate increase for the additional capacity.

Note: Broadband (Point to Point) capacity will be delivered over fiber optics end to end.

Armstrong's RFP response pertains only to those schools which can currently be serviced by Armstrong. The schools serviceable by Armstrong are highlighted in red below.

FOLLOWING IS THE LIST OF LOCATIONS REQUIRING SERVICE:

Lincoln County Board of Education 10 Marland Ave, Hamlin, WV 99999	Midway Rt. 1 Box 130, Alum Creek, WV 25503
Lincoln County High School (HUB) 81 Panther Way, Hamlin, WV 25523	West Hamlin Rt. 1, Box 112, West Hamlin, WV 25571
Duval PK-8 P.O. Box 67, Griffithsville, WV 25521	Ranger General Delivery, Ranger, WV 25557
Hamlin PK-8 8137 Park Avenue, Hamlin, WV 25523	Harts Intermediate Rt. 1 Box 130, Harts, WV 25524
Guyan Valley Middle 700 St. Rt. 10 N, Branchland, WV 25506	

1 st Level	2 nd Level	3 rd Level	4 th Level
<p>All 1st Level Escalations go to Armstrong NOC Technician</p> <p>877-277-5709</p> <p>Hours of Operations: <u>Monday-Sunday</u> 24 x 7 x 365</p>	<p>Ken Hoover Manager, NOC</p> <p>Office 724-282-5330</p> <p>Mobile 412-897-4763</p> <p>Hours of Operations: <u>Monday-Friday</u> 8am – 4:30pm Eastern</p>	<p>Chris Soloski Director Operations</p> <p>Office 724-214-6902</p> <p>Hours of Operations: <u>Monday-Friday</u> 8am – 4:30pm Eastern</p>	<p>Don Tacik VP Operations</p> <p>Office 724-283-0925</p> <p>Hours of Operations: <u>Monday-Friday</u> 8am – 4:30pm Eastern</p>

I only received one bid for the WAN. (Armstrong)
Comcast requested Information but did not
Submit a bid

The bid ~~was~~ has the increased bandwidth
for L Harts PK-8, Gr, West Harts, Harts PK-8, Doral PK-8
20 mg)

The cost for the 100 mg back to Charleston
is high 4085.00 monthly + 9285.00 installation.

will take the BTop option and by this
off state contract at 2500.00 month no
installation. Doral + Midway will also be
off State Contract.

Danny Dailor 3-15-2012

Exhibit A

Services

Armstrong shall provide exclusive rights to use _____ mega bits per second of bandwidth to Subscriber at the following location:

When connecting the Private LAN Service to a local area network (“LAN”), Armstrong will connect the service through a firewall device purchased by the Subscriber.

Activation and Acceptance

Following connection of the Private LAN Service, Armstrong shall conduct industry standard and commonly accepted tests of the data network to ensure proper operations. Upon successful completion of the test(s), Armstrong will provide Subscriber with a Notice of Operational Status (in substantially the form attached hereto as Schedule 1). In the event that Subscriber disagrees with Armstrong’s determination that the data network is operational, Subscriber shall detail the deficiencies in writing and provide such notice to Armstrong within four (4) business days. If Subscriber fails to notify Armstrong of a deficiency within four (4) business days, then the data network shall be considered to be fully operational and accepted by Subscriber, as is, as of 12:01 a.m. on the fifth (5th) day following the date of the Notice (the “**Commencement Date**”).

{00004864.1 }

COMMERCIAL SERVICE AGREEMENT

FY 2012 Armstrong
Contract

THIS COMMERCIAL SERVICE AGREEMENT is made as of March 20, 2012 between Armstrong Utilities, Inc. ("Armstrong") whose principal offices are located at One Armstrong Place, Butler, Pennsylvania 16001 and Lincoln County Board of Education (the "Subscriber") whose service address is Lincoln County Board of Education, 10 Marland Ave., Hamlin, WV 25523; Hamlin PK-8, 8137 Park Avenue, Hamlin, WV 25523; Guyan Valley Middle, 700 St. Rt. 10 North, Branchland, WV 25506; West Hamlin, Route 1, Box 112, West Hamlin, WV 25571; Ranger, General Delivery, Ranger, WV 25557; Harts Intermediate, Route 1, Box 130, Harts, WV 25524 (the "Premises") and whose billing address is 10 Marland Avenue, Hamlin, WV, 25523, USA.

PREAMBLE

Armstrong owns and operates and/or has access to networks, equipment and services and is in the business of building, leasing and providing network and cable television services to customers; and

Armstrong and Subscriber have previously entered into a Fiber Commercial Service Agreement dated July 1, 2011, whereby Armstrong provides the Subscriber with the exclusive right to use ten (10) megabits per second of bandwidth at the Premises; and

Armstrong and Subscriber desire to terminate the Fiber Commercial Service Agreement on June 30, 2012 and enter into this Agreement, effective July 1, 2012, granting Armstrong the exclusive right to provide fiber network services to Subscriber pursuant to the terms and conditions of this Agreement.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. The parties hereto agree that the July 1, 2011 Fiber Commercial Service Agreement will terminate on June 30, 2012 and the rights and obligations of the parties with respect to the Services shall be as set forth herein, effective July 1, 2012.

2. **Services Provided to Subscriber.** Subject to Subscriber's full and timely payment of the fees hereunder and Subscriber's compliance with the terms and conditions of this Agreement, Armstrong shall provide Subscriber with those services identified on Exhibit A attached hereto and made a part hereof (the "Services") at the Premises. Subscriber shall have the right, subject to Armstrong's approval, to add additional services to its account and, if accepted by Armstrong, such additional services will be included in the Services hereunder, and subject to the terms and conditions hereof, upon installation or activation by Armstrong of such additional services.

3. Fees; Payment.

(a) Following Subscriber's acceptance of the Services, Subscriber shall pay to Armstrong a monthly fee Eight Thousand Five Hundred Seventy-Five Dollars (\$8,575.00) for the six (6) schools serviceable by Armstrong (the "Monthly Fee"). After the Initial Term, the

Monthly Fee may be adjusted by Armstrong, in its sole discretion, at any time by providing Subscriber at least sixty (60) days prior written notice of such adjustment. If Subscriber receives such notice of adjustment, Subscriber shall have the right to terminate this Agreement by providing Armstrong written notice within thirty (30) days following receipt of such notice of adjustment. Armstrong shall provide Subscriber with a monthly invoice for the Monthly Fee, which will be due and payable by Subscriber on the date indicated on such invoice.

(b) Subscriber shall be solely responsible for all federal, state, or local taxes (other than those taxes attributable to Armstrong's income), regulatory charges, franchise fees, or similar assessments associated with the fees described in this Section 2.

(c) Any amount due to Armstrong hereunder that is not paid when due shall bear interest at the lesser of (i) one and five tenths percent (1.5%) per month or (ii) the maximum interest rate permitted by applicable law. In addition to all other sums payable hereunder, Subscriber shall pay to Armstrong the reasonable costs and expenses incurred by Armstrong in connection with all actions taken to enforce collection or to preserve and protect Armstrong's rights hereunder, whether by legal proceedings or otherwise, including, without limitation, attorneys' fees, court costs and other expenses.

(d) In addition to the other remedies provided for hereunder, if any amount due to Armstrong hereunder is not paid in accordance with the terms hereof, Armstrong may, at its option and in its sole discretion, suspend all future performance of its obligations under this Agreement without liability or penalty, including without limitation suspension of the provision of the Services, until Subscriber pays all such amounts due. Upon receipt of such payment, the Services will be restored within five (5) business days. In the event that any unpaid balance is more than ninety (90) days in arrears, or in the event that Subscriber is more than thirty (30) days in arrears more than three (3) times in any twelve (12) month period, Armstrong shall be entitled to terminate this Agreement and cease providing the Services immediately. If Armstrong terminates the Agreement pursuant to this paragraph, the Subscriber agrees to pay to Armstrong (i) all amounts then due, (ii) the balance of the amount due to Armstrong for the remainder of the then-current Term (defined below) of the Agreement, and (iii) to the extent permitted by law, Armstrong's actual collection costs, including costs incurred by collection agencies and attorney's fees. Armstrong and the Subscriber agree that the amount provided for in this paragraph is intended as liquidated damages and not as a penalty, for costs and expenses which Armstrong will sustain as a result of the Subscriber's breach of this Agreement. If Armstrong waives any default by the Subscriber, that does not mean Armstrong waives any later default. Any waiver by Armstrong must be in writing. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law.

(e) Armstrong's sole liability for any Lapse which (i) is not remedied within twenty-four (24) hours and (ii) is not coincident with any other Lapse, shall be a refund to Subscriber of the pro rata portion of the applicable Monthly Fee for the period of the Lapse. Notwithstanding the foregoing, such pro rata refund is available to the Subscriber only if (i) the Lapse is reported by Subscriber during the duration of the Lapse and (ii) the Subscriber requests such refund. Except as otherwise provided in this Section, Armstrong shall not be liable to the Subscriber for any Lapse or other interruption in service or outage related to the Services. For the purposes of this Subsection, a "Lapse" shall be any one or more of the following: a mistake,

error, omission, interruption, delay, outage or defect in the transmission or other performance of any Service which is not caused by force majeure or by Subscriber.

4. Term.

(a) Unless earlier terminated in accordance with the terms of this Agreement, the term of this Agreement shall be for a period of one (1) year beginning on the Activation Date as described on Exhibit B (the “**Initial Term**”) with up to two (2) one (1) year extensions and the option to renew for an additional two (2) one (1) year extensions (the “**Renewal Options**”). The Initial Term and any Renewal Option are herein collectively referred to as the “**Term**”.

(b) If a party fails to perform any material provision of this Agreement and the failure remains uncured for thirty (30) days following written notice from the non-defaulting party (provided, however, that if a party undertakes to cure a default within thirty (30) days and such default is not reasonably curable within thirty (30) days, then such party shall not be deemed to be in default so long as such party diligently pursues a cure to the default and ultimately cures the default), the non-defaulting party may (i) terminate the Agreement immediately upon notice to the breaching party and/or (ii) pursue all other remedies available to it under law or equity.

(c) During the Term, Armstrong may terminate this Agreement at any time with thirty (30) days written notice to the Subscriber if:

(i) Armstrong loses its franchise as the cable service provider in the area where the Premises is located or in the event that Armstrong no longer offers the Services within the area where the Premises is located;

(ii) Subscriber ceases to do business at the Premises, in which case then Subscriber agrees to pay Armstrong (i) all amounts then due and (ii) the balance of the amount due to Armstrong for the remainder of the then-current Term of the Agreement; or

(iii) Any change occurs in any applicable federal, state or local municipal statutes, ordinances or regulations which govern, control and regulate the use of the Services, including, but not limited to, regulations imposed by the Federal Communication Commission, that affects Armstrong’s ability to perform its obligations under this Agreement.

5. Title to Equipment and Facilities.

(a) Armstrong Equipment. Title to all equipment and other facilities provided by Armstrong that are used in connection with the Services (the “**Armstrong Equipment**”) shall remain in, and is the property of, Armstrong including, but not limited to, the physical fiber plant, and such title shall remain vested in Armstrong even after the termination or expiration of this Agreement. Subscriber shall not change the location of, tamper with or alter in any manner any of the Armstrong Equipment. If any damage to the Armstrong Equipment occurs while such Armstrong Equipment is located on the Premises, Subscriber shall pay to Armstrong either the amount necessary to repair or replace the damaged Armstrong Equipment, as determined by Armstrong in its discretion. No portion of the Armstrong Equipment shall be considered a fixture or an addition to Subscriber’s property. Subscriber agrees that it will take no action that

impairs Armstrong's title to the Armstrong Equipment or exposes Armstrong to any claim, lien, encumbrance or legal process, including without limitation directly or indirectly selling, mortgaging, pledging or otherwise disposing or encumbering any of the Armstrong Equipment. The Subscriber agrees to return all Armstrong Equipment to Armstrong upon termination of this Agreement. The Subscriber shall pay to Armstrong the manufacturer's suggested retail price for the replacement of any Armstrong Equipment that is not returned, together with any incidental costs incurred by Armstrong relating to its replacement.

(b) Subscriber Equipment. Title to all equipment and facilities provided by Subscriber that are used in connection with the Service (the "**Subscriber Equipment**") shall remain vested in Subscriber. Armstrong shall not be responsible for the provision, installation, repair or maintenance of the Subscriber Equipment. If Armstrong reasonably needs to access the Subscriber Equipment in order to provide the Services, Subscriber shall either (i) provide Armstrong with such access or (ii) assign a Subscriber employee, agent or contractor to access the Subscriber Equipment at and under the direction of Armstrong.

6. Access; Installation; Maintenance; Removal.

(a) Access. Subscriber agrees to provide to Armstrong, without charge, the rights of ingress, egress and regress and adequate space and right of access to the Premises and any surrounding property for construction, installation, operation, maintenance, inspection, replacement, repair, removal, marketing, sales and disconnection of all or any portion of the Services and any Armstrong Equipment and to perform such other actions as are necessary or desirable by Armstrong to exercise its rights under this Agreement and to perform its obligations hereunder. Subscriber agrees to provide Armstrong with access to the Subscriber Equipment and to Subscriber's documents and records pertaining to the Subscriber Equipment, at such times and on such dates as Armstrong may reasonably request in order to provide the Services including, but not limited to, the maintenance required by this Agreement. Such request shall be made at least twenty-four (24) hours in advance unless an emergency situation prevents such advance notice, in which case Subscriber shall provide access to Armstrong as soon as practicable under the circumstances.

(b) Installation. Armstrong shall install any necessary Armstrong Equipment needed to commence the Services on such date or dates as are mutually agreeable to Subscriber and Armstrong. If asbestos or other hazardous materials exist on Subscriber's property, Subscriber shall have the materials removed or notify Armstrong to perform any necessary installations or modifications in areas not containing such materials.

(c) Maintenance. Subscriber acknowledges and agrees that Armstrong's provision of the Services is subject to certain restrictions, including without limitation, the serviceability of the Premises. Armstrong may, in its sole discretion, from time to time, for maintenance or other purposes, make changes, adjustments, replacements or other modifications to the Armstrong Equipment and/or conduct planned maintenance of the Armstrong Equipment. Subscriber acknowledges that the Services may be disrupted during these maintenance periods. Armstrong shall use reasonable efforts to schedule any such planning maintenance so as to minimize the disruption to Subscriber's operations, provided, however, that Armstrong may, in its discretion, schedule such interruptions during normal business hours. Subject to the

limitations described elsewhere in this Agreement, Armstrong shall provide all necessary maintenance of, and repairs to, the Services as soon as reasonably possible following any notice of an outage or failure in respect of the Armstrong Equipment, except to the extent that any such repair or replacement arises from the negligent or willful acts or omissions of Subscriber, its agents, representatives, employees, licensees, invitees and/or contractors, in which case Subscriber shall be responsible for, and pay the costs incurred for, restoration of the damaged Armstrong Equipment. In the event that Subscriber is aware of a failure in the Services, Subscriber will notify Armstrong at its Technical Support Center - (866) 483-9127. Armstrong will use reasonable efforts to remedy any delays, interruptions, omissions, mistakes, accidents or errors with respect to the provision of the Services.

(d) **Removal.** Upon termination of this Agreement as herein provided for, Subscriber shall return the Armstrong Equipment to Armstrong in the same condition as when installed, normal wear and tear excepted. The Subscriber shall pay to Armstrong the manufacturer's suggested retail price for the replacement of any Armstrong Equipment that is not returned, together with any incidental costs incurred by Armstrong relating to its replacement. In addition, in the event of expiration or termination of this Agreement, Armstrong shall have the option to remove all or any portion of the Armstrong Equipment at the Premises during normal business hours. Subscriber agrees to provide Armstrong with access to the Armstrong Equipment at such times and on such dates as Armstrong may reasonably request. Such request shall be made at least twenty-four (24) hours in advance unless an emergency situation prevents such advance notice, in which case Subscriber shall provide access to Armstrong as soon as practicable under the circumstances. In the event that Armstrong causes any damage during the course of such removal, Armstrong shall restore the Premises to its condition prior to such removal, reasonable wear and tear excepted. The terms of this Section shall survive expiration or termination of this Agreement.

7. Permits, Easements. In the event that one (1) or more building, electrical or other local, state or federal permits is required before or during the commencement of the Services, Subscriber shall be responsible for obtaining and paying for such permit(s). Furthermore, Subscriber shall be responsible for obtaining any easements, leases or other agreements relating to the use of Subscriber's property that may be necessary in order for Armstrong to provide the Services. Armstrong shall cooperate with and provide Subscriber with any and all information which Subscriber may reasonably need from Armstrong in order to obtain such permit(s), easements, leases or other agreements. If future improvements to the Premises require placement of buildings, structures, roads, etc., on the easement obtained for Armstrong to provide the Services, Armstrong shall, at Subscriber's sole cost and expense, relocate the Armstrong Equipment to such new areas or locations as Armstrong reasonably deems appropriate, and Subscriber shall be deemed to have granted an easement to Armstrong under this Agreement to such new areas or locations where Armstrong relocates all or any portion of such Armstrong Equipment. Armstrong shall conduct all activities at the Premises during regular business hours except in case of emergency or interruption of service.

8. Exclusivity. Subscriber agrees that it will not subscribe to or enter into agreements with any other master antenna system, other cable television system and/or internet provider during the Term. Notwithstanding the foregoing, Subscriber may enter into an agreement with another service provider for the purpose of redundant internet services.

9. Use of the Services.

(a) Subscriber agrees that Armstrong has agreed to provide the Services to Subscriber on the basis that Subscriber will use the Services strictly in accordance with the terms of Armstrong's Terms and Conditions of Service and Use (as may be amended from time to time, collectively the "**Terms and Conditions**"). The current Terms and Conditions are located at www.armstrongonewire.com/policies/ and are incorporated herein in their entirety by reference. Armstrong's obligation to provide the Services is conditioned on Subscriber's continuing compliance with the Terms and Conditions. In the event of a conflict between this Agreement and the Terms and Conditions, the Terms and Conditions shall control.

(b) **THE TERMS AND CONDITIONS, WHICH ARE A PART OF THIS AGREEMENT INCLUDE RESTRICTIONS ON USE, LIMITATIONS ON ARMSTRONG'S LIABILITY AND SUBSCRIBER'S REMEDIES, WARRANTY EXCLUSIONS, ARBITRATION OF DISPUTES AND OTHER IMPORTANT LEGAL TERMS. SUBSCRIBER IS ADVISED TO REVIEW THE TERMS AND CONDITIONS CAREFULLY AS SUBSCRIBER IS RESPONSIBLE FOR ENSURING THAT SUBSCRIBER'S USE OF THE SERVICE AND THE USE BY OTHERS OF SUBSCRIBER'S ACCOUNT COMPLIES WITH THE TERMS AND CONDITIONS. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS GIVES ARMSTRONG THE RIGHT, IMMEDIATELY AND WITHOUT PRIOR NOTICE, TO TERMINATE THIS AGREEMENT AND THE PROVISION OF THE SERVICES.**

(c) Armstrong has the right, in its sole and absolute discretion, to change and/or revise the Terms and Conditions at any time, without notice to Subscriber, provided that such changed or revised Terms and Conditions will be posted on the foregoing website. Subscriber acknowledges and agrees that it must agree to, and continue to abide by, the terms, conditions and acceptable use policies set forth in such Terms and Conditions in order to use and continue to use the Services and that if it does not agree to and/or cannot comply with such Terms and Conditions, Subscriber must immediately stop use of the Services and notify Armstrong so the account may be closed and the Services disconnected. Subscriber's payment for the Services and election to continue to use the Services constitute Subscriber's acceptance of, and agreement to be bound by, the Terms and Conditions, and any amendments thereto. In the event of any inconsistency between the terms and conditions contained in this Agreement and the Terms and Conditions, the Terms and Conditions shall control.

10. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement (other than obligations to make payments of money) to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, acts of God or by the public enemy, transportation facilities, acts or omissions of carriers or other condition beyond the reasonable control of a party. In the event of such delay or inability to perform, the affected party shall give immediate notice to the other party and the party affected may suspend this Agreement for the duration of the force majeure condition and resume performance under this Agreement once the force majeure condition ceases.

11. Warranty of Authority. Subscriber represents and warrants that it is the lawful owner of the Premises and has the authority to enter into this Agreement and convey the rights to Armstrong granted hereunder.

12. Notices. All notices and other communications provided for hereunder shall be in writing and shall be personally delivered or mailed or sent to each party as set forth below or at such other address or in such other manner as may be designated by such party in written notice to the other party. All such notices and communications shall be effective when delivered in person or transmitted by telecopier or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made

If to Armstrong: Armstrong Utilities, Inc.
One Armstrong Place
Butler, PA 16001
VP/Operations
One Armstrong Place
Butler, PA 16001
Telephone: (724) 283-0925
Facsimile: (724) 283-9655

Armstrong Utilities, Inc.
311 Main Street
Hamlin, WV 25523
Attn: General Manager
Telephone: (304) 824-5114
Facsimile: (304) 824-7711

Armstrong Utilities, Inc.
One Armstrong Place
Butler, PA 16001
Attn: General Counsel
Telephone: (724) 283-0925
Facsimile: (724) 256-8098

If to Subscriber: Lincoln County Schools
10 Marland Ave.
Hamlin, WV 25523
Attn: Danny Dailey
Telephone: (304) 824-3033 ext. 242

13. Miscellaneous. The headings to the paragraphs of this Agreement are intended solely for the convenience of the parties and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof. Nothing herein, express or implied, is intended to, nor shall, confer on any person other than the parties hereto, any rights, remedies, obligations or liabilities under, or by reason of, this Agreement. This Agreement (which incorporates by reference the Terms and Conditions), including its exhibits and attachments,

contains the entire agreement of the parties hereto and supersedes all prior or contemporaneous agreements and understandings, oral or written, express or implied, between the parties hereto as of this date and with respect to the subject matter hereof. No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the parties hereto. Notwithstanding the foregoing, Armstrong may amend or modify the Terms and Conditions (which are incorporated in this Agreement by reference) at any time for any reason with or without prior notice to Subscriber and Subscriber's continued use of the Services shall be deemed to constitute acceptance of such amendments or modifications to the Terms and Conditions. Subscriber shall not assign or transfer any interest in this Agreement without the prior written approval of Armstrong and any such attempted assignment or transfer shall be void and of no effect. Armstrong shall be entitled to assign or transfer any right or obligation in this Agreement without the prior written approval of Subscriber. This Agreement and the terms, covenants and conditions hereof shall be binding upon, and inure to the benefits of, the parties hereto and their respective successors and assigns. This Agreement shall be deemed to be a contract made under and shall be construed, interpreted, governed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

14. Severability. The provisions of this Agreement shall be deemed severable and if any portion hereof shall be held invalid, illegal or unenforceable for any reason, the remainder shall not be invalidated but shall remain in full force and effect.

15. Waiver; Remedies Cumulative. No waiver of any provision of this Agreement by any party shall be valid unless in writing and signed by the party against whom the waiver is charged. The waiver of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. The failure of either party at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of compliance with such provisions.

SIGNATURE PAGE TO COMMERCIAL SERVICE AGREEMENT

**LINCOLN COUNTY
BOARD OF EDUCATION**

By: Patricia Lucas

Name: Patricia Lucas

Its: Superintendent

ARMSTRONG UTILITIES, INC.

By: 

Name: Jeffrey A. Ross

Its: President